



STEEL AUTHORITY OF INDIA LIMITED
 (A Govt. of India Enterprise)
SALEM STEEL PLANT
 SALEM 636 013
 Regd. Office – Ispat Bhawan, Lodhi Road, New Delhi – 110003

AUCTION NOTICE
FOR ONLINE FORWARD AUCTION (OFA) OF STAINLESS STEEL SCRAP MATERIALS

- 1.0** Various types of **Stainless Steel Scrap (SSS)** materials to be **transported by road** as per details given in the ‘List of Materials’ (ANNEXURE – A), are available for sale on ‘**As Is Where Is**’ & ‘**No Complaints**’ basis through **Online Forward Auction (OFA)** process to be held on **09/01/18** on the Auction platform of **M/s mjunction services limited (mjunction)**. Inspection will be on **04/01/18 TO 06/01/18** between **10.00 hrs. to 16:00 hrs** on Working days of Salem Steel Plant.
- 2.0 Regular Bidders/ Customers** intending to participate shall have to submit the following by **13:00 hrs** of **08/01/18** to the office of M/s mjunction Services Ltd, 1st floor, Tata Centre, 43, Jawaharlal Nehru Road, Kolkata – 700071 OR to any of their branches nearest to you. **New Bidders / Customers** should **Register** through mjunction **upto** 3 days in advance of OFA date (viz. upto and inclusive of date: **06/01/18**) by submitting all particulars/documents sought as per the Format available with mjunction. New Bidders/ Customers will be allowed to participate in the OFA as ‘Temporary Customers’ only on the acceptance of their registration.
- a. **Earnest Money Deposit (EMD)** of **Rs.2,00,000/-** for ‘Permanent Customers’ and **Rs.5,00,000/-** for ‘Temporary Customers’ for participation in this OFA. **No interest shall accrue on EMD. . EMD shall be deposited to Mjunction account on behalf of SAIL SSP thru RTGS / NEFT as per details mentioned below:-**

We are hereby submitting an EMD of Rs. _____
By NEFT/ RTGS vide UTR No: _____ dated _____

Beneficiary Name	MJUNCTION SERVICES LIMITED
Bank Name	HDFC BANK LTD
Branch Name	Sandoz Branch, Mumbai
Account No	Explained below *
IFSC Code	HDFC0000240

***All the customers will have a unique account number. The unique account number is an alpha numeric code consisting of 13 characters. The Customer’s unique “account number” is a combination of the MJ’ SAP code along with the 7 digit bidder SAP ID and can be used as reference for all subsequent transactions. The Customer’s Account Number detail is available in “Profile” after the customer logs into our website using the user id and password.**

- b.
- c. The ‘**Tender Document**’ includes the ‘**Auction Notice**’ for OFA and the following documents :
- ANNEXURE-A: ‘**Synopsis of Auction Catalogue**’
 - ANNEXURE-B: ‘**List of Materials**’ including the ‘**Auction Schedule**’
 - ANNEXURE-C: ‘**General & Special Terms and Conditions for Sale through Online Forward Auction (OFA)**’
 - ANNEXURE-D: ‘**Letter of Interest cum Undertaking**’
- d. Please confirm your Registration with mjunction before submitting your ‘**Letter Of Interest cum Undertaking**’ for participation in this OFA. Customers intending to participate in OFA need to **duly sign and stamp each page** of the ‘**Tender Document**’ as a token of having read, understood and agreed to these and submit them to the Service Provider along with necessary EMD as stated here in the ‘**Auction Notice**’. The ‘**Letter Of Interest cum Undertaking**’ must be submitted to our Service Providers, M/s mjunction after confirmation of Registration **at least 1**

day prior to the OFA date (viz. by date: **08/01/18**) . Then the Service Provider will issue a **User ID** and a **Password** to the Customer. The Terms and Conditions of the Tender/ OFA are to be agreed to by the prospective tenderers in toto. **Conditional offers will be summarily rejected.**

IMPORTANT NOTE : Definition of Key Terms and the OFA are available at www.metaljunction.com for reference. Please go through them.

- 3.0 **mjunction** will provide an 'User ID' and 'Password' to each individual Bidder/ Customer, who has submitted required EMD and the Registration particulars/ documents as stated above, to enable them to participate in the dynamic Auctioning OFA process conducted by them which can be accessed through mjunction's website: www.metaljunction.com. Before participation in the OFA, the Bidder/ Customer may obtain necessary assistance and guidance from mjunction so as to enable them to participate in the Forward Auction without any difficulty.
- 4.0 Bidders/ Customers shall bid for the specified quantity in unit rate in 'Rs. / MT' basis, 'Ex – Works', SAIL, Salem Steel Plant, Salem 636 013, excluding Freight, Loading Charges, GST, statutory levies, etc. as may be applicable. All Freight, Loading Charges, Duties, GST, TCS, statutory levies etc. as may be applicable shall be paid by the Successful Bidder / Customer as extra before taking delivery of the materials.
- 5.0 The **Final Bids** submitted by the Successful Bidder, who has quoted the best rate in the OFA process (H1 bidder), shall be **kept valid for 15 days from the date of OFA** for acceptance by **SAIL, Salem Steel Plant (SAIL/SSP)** Management.
- 6.0 SAIL/SSP reserves the right to accept or reject any or all the bids or to apportion the materials in any manner as they deem fit and this decision shall be final.
- 7.0 In cases where the bids submitted by the Bidders/ Customers in the OFA are not acceptable to SAIL/SSP and in respect of unsuccessful 'Temporary Customers', the EMD of these Bidder/s shall be refunded by mjunction **within 10 days** of completion of the Auction process.
- 7.1 The EMD will automatically stand converted into **Security Deposit (SD)** for the Successful Bidder/ Customer.
- 7.2 **The entire EMD** (converted to SD) of only 'Temporary Customers' who are Successful Bidders will be adjusted against their **lifting of the Last lot**.
- 8.0 '**Letter of Acceptance**' / '**Sale Order**' will be issued to the Successful Bidder whose bid is acceptable to SAIL/SSP, duly indicating the amount of **Additional Security Deposit (ASD)** and **Full Sale Value (FSV)** and the respective last dates of payment of the same. The Sale Order will be dispatched by Registered Post and/or Courier. As far as possible E-mail intimations of the release of the Sale Order will also be sent. It is essential that you have ensured submission of your Communication Address, E-mail address and Contact Phone and Mobile nos. correctly for proper communication. SAIL, SSP shall not be responsible / liable for non-receipt of Sale Order or any related correspondence in case of any mistake in the Communication Address, E-mail address or Contact Nos. **In the event of non-receipt of Sale Order within 7 days from the date of the OFA, the H1 Bidders shall enquire SAIL/SSP about the position regarding dispatch of the Sale Order and deposit the balance amount within 15 days from date of Sale Order.** Necessary **Letter of Authority** for collecting and lifting materials from SAIL/SSP, in the Standard Format which will be attached to the Sale Order, has to be submitted while making payment.
- 9.0 **Taxes, Duties & Statutory Levies:** GST will be charged extra as per the rate, prevailing on the date of dispatch.
- 10.0 **Condition of Materials for Sale:** The materials are sold as and where they lie on '**As is where is**' and '**No Complaint**' basis. The entire Lot/s as indicated in the '**Auction Notice**' or other documents, shall be lifted by the Customer, from the site in accumulation of all faults and errors in description or otherwise. Quality, quantity, Size measurement, marks, number and weight etc. if any mentioned are **only approximate** and **no warranty or guarantee** shall be implied on the sale. The material in whatever condition are existing shall be deemed to have been inspected before bidding and no complaint shall be entertained after the bid is accepted.
- 11.0 The materials are sold on the specific understanding that the Bidders have inspected the lots and are fully aware of what they are buying whether they have inspected them earlier or not and the principle of '**Caveat Emptor**' (**Customer Beware**) will apply.
- 12.0 **Additional Security Deposit (ASD):** The Successful Bidder / Customer shall pay **10%** of the Bid Value **within 10 days** from the date of issue of the **Letter of Acceptance / Sale Order**, failing which their EMD (which is converted into Security Deposit: SD) shall stand forfeited. The mode of payment of ASD will be in the form of Demand Draft (DD)/ Pay Order (PO) / Banker's Cheque (BC) drawn on any Scheduled Commercial bank, in favour of 'Steel Authority of

India Limited, Salem Steel Plant' payable at Salem. Payment by **Real Time Gross Settlement (RTGS) / National Electronics Funds Transfer (NEFT)** mode is acceptable and in fact recommended to ensure speedy, easy and timely payment. **Always confirm payment by RTGS/ NEFT immediately through a Fax / E-mail Scan message** (Standard Format will be attached with the Sale Order). RTGS/ NEFT payments which are made clearly on the last date with submission of Party's Bank Account statement with UTR No. & date as proof of payment, if credited on the next working day, the delay only being attributable to Bank Process, will be acceptable. Payment of ASD by Cash, Cheque or any other Instrument, except those as mentioned above, shall not be accepted. **Note: Payment can be made to Salem Steel Plant, Salem only. Payments at any other SAIL Offices, including SSP Resident Office, Ispat Bhavan, Chennai, will not be accepted.**

- 13.0 Full Sale Value:** The balance amount of **Full Sale Value (FSV)** including Sales Tax and other Taxes and levies, as indicated in the Sale Order, shall be deposited by the Bidders within the date stipulated in the Sale Order in the form of Demand Draft (DD)/ Pay Order (PO) / Banker's Cheque (BC) drawn on any Scheduled Commercial bank (except Co-operative and Gramin banks), drawn in favour of 'Steel Authority of India Limited, Salem Steel Plant' payable at Salem. Payment by **Real Time Gross Settlement (RTGS) / National Electronics Funds Transfer (NEFT)** mode is acceptable and in fact recommended to ensure speedy, easy and timely payment. **Always confirm payment by RTGS/ NEFT immediately through a Fax / E-mail Scan message** (Standard Format will be attached with the Sale Order). RTGS/ NEFT payments which are made clearly on the due date with submission of Party's Bank Account statement with UTR No. & date as proof of payment, if credited on the next working day the delay only being attributable to Bank Process will be acceptable. Payment by Cash, Cheque or any other Instrument, except those as mentioned above, shall not be accepted. **Note: Payment can be made to Salem Steel Plant, Salem only. Payments at any other SAIL Offices, including at SSP Resident Office, Ispat Bhavan, Chennai, will not be accepted.**
- 14.0** In the event of failure on the part of the successful Bidder to make ASD / FSV payment on or before the due date specified in the Sale Order, SAIL/SSP will cancel the Sale Order relating to the unpaid Lot/s and forfeit the EMD (converted to SD) in full. Proportionate ASD corresponding to the unpaid Lots' value will also be forfeited. Those Lot/s will be forfeited. The forfeited Lots will be resold to the next highest Bidder (H2 and in case of regret, the H3 Bidder) agreeing to match the winning rate (H1 rate) and/or included in the next OFA as per SAIL Guidelines in this regard without issuing any prior notice to the Buyer.
- 15.0 Sale Release Order/ Delivery Order** will be released after payment of ASD in full, only after receipt of Sale Value payments along with applicable Taxes, Duties and levies for the specified Lot(s) in the Sale Order.
- 16.0** Billing will be made on the basis of actual weight recorded in the Invoice at the time of dispatch & this weightment will be treated as Firm & Final for necessary payment.
- 17.0 Shortage of Goods:** Where materials are sold in lots and not in number or units, any reference to quantity, quality, size, measurement, number and weight in the 'Auction Notice' or other document shall not be a point of dispute and the Purchaser shall have no claim against the Management to refund of whole or any part of the Purchaser's money or for loss of profit, interest, damages, or otherwise. Where materials are sold by weight or number and the Purchaser fails to obtain delivery of the whole or a portion of the materials sold, he shall only be entitled to make a claim for the proportionate refund of the sale value of the undelivered quantity. He shall not be entitled to claim any damage, loss of profit, interest or compensation on any other account due to such short delivery.
- 18.0** In case delivered quantity is more than the Lot quantity and the value of the excess quantity is more than the already deposited payments, then the purchaser has to pay the balance amount for the excess quantity (including all applicable Taxes, Duties and levies) within next working day. Till that period the vehicle with the excess material will be retained. However SAIL/SSP is not liable to take any responsibility regarding any charges related to the delay of the vehicle. All demurrage, wharfage charges, if any, for delay would be on account of the successful Bidder(s). In case of delivered quantity is less than the Lot quantity, then SAIL/SSP will refund the excess amount after due reconciliation.
- 19.0 Safety Measures:** The lifting has to be carried out from the site directly. The Customer shall take adequate care so that SSP's property is not damaged. The Customer and his personnel like labourers, drivers of trucks, loaders have to be instructed by the Customer adequately to observe all Safety rules and regulations inside SSP premises (Refer IPSS Standards for Safety : downloadable from the SAIL Tender web site www.sailtenders.co.in under the menu heading: '**IPSS Standards**'). The Customer must provide them with necessary Personal Protective Equipments and appliances to ensure safety such as Gloves, Helmets etc. at his own cost & arrangement. The Customer shall indemnify SSP against any accident or loss of life to his personnel.
- 20.0 Prospective Bidder(s)** would **have to submit the following documents at the time of Registration** itself with mjunction and deposition of EMD:

- i) **Name(s) of the Proprietor/Partners** (in case of partnership firms)
- ii) In case of Partnership Firms, a **photocopy of Registration certificate** issued by the Registrar of Firms and /or Partnership Deeds under the Indian Partnership Act, duly self attested.
- iii) In case of Limited Company, **photocopy of Certificate of Incorporation**, duly self attested,
- iv) In case of Proprietorship Concern, a **photocopy of the Registration Certificate** duly self attested, or an **Affidavit to this effect**..
- v) **Self attested GST Registration Certificate**.
- vi) **Banker's name, Address, Branch & Account No.** of the Bidder,
- vii) **Self attested copy of PAN Card**.
- viii) **Form A** in case of Partnership firms.
- ix) **Self- declaration** that the Proprietor or any Partner of the firm or Director of their Company, as the case may be, **does not have any relation with any employee working in SAIL/SSP**. If so, the name of the employee and the relationship thereto must be provided. Information whether any of them has a relationship **within the meaning of Section – 6 of the Companies Act 1956 with the Directors of SAIL**, with details if so, is to be provided.

NOTE:

- (i) SAIL/SSP reserves the right to call for original documents for verification and/or additional documents, if considered necessary at a later stage. SAIL/SSP reserves the right to cancel any offer, in case of non submission of any or all the above documents, at its sole discretion.
- (ii) An individual can participate on behalf of only one Firm/ Company either in his own capacity or as Power of Attorney (POA) Holder. Such POA will be valid for a maximum period of 12 Months. An individual can hold only one POA for an OFA .
- (iii) The conduct of the Tender/ OFA shall be governed by the relevant Clauses and provisions stipulated under '**General & Special Terms and Conditions for Sale through Online Forward Auction (OFA)**', '**Auction Notice**', '**Synopsis of Auction Catalogue**' and '**Auction Schedule**'. The Terms and Conditions of the Tender are to be agreed to by the prospective Bidders in- toto. Conditional offers will be summarily rejected.
- (iv) If you are unable to fulfill our terms and conditions, specifically with regard to making full payment within the stipulated time, you are hereby advised not to participate in any of our OFAs.
- (v) If any Bidder gives any false information/ particulars/statement, has resorted to corrupt, fraudulent practices including misrepresentation of facts and / or fudging/ forging/ tampering of documents, for any non-compliance of Contractual obligations and conditions/ unauthorized lifting of materials / unethical practices such as delaying tactics etc. SAIL/SSP reserves the right of exercising appropriate punitive actions such as removal of the Customer Agency from the list of Registered list of parties, Banning/ Suspension of Business dealings etc. as it deems appropriate as per **SAIL Procedures and Guidelines for Banning of Business dealings** etc. and also as stipulated in '**General & Special Terms And Conditions for Sale through Online Forward Auction (OFA)**' of SAIL/SSP.

Dy. General Manager I/c (MM)
SAIL-Salem Steel Plant.

ADVERTISEMENT OF AUCTION

ONLINE AUCTION NOTICE - SR-1810

Stainless Steel Scrap : 450 MT

Auction : 09/01/18

Inspection : 04/01/18 TO 06/01/18

Visit www.metaljunction.com or www.sailtenders.co.in for details.

E-mail: durais@sailssp.in

**Ph: 0427 - 238 2847 / 2191
DGM I/c (MM)**

ANNEXURE - A**SYNOPSIS OF AUCTION CATALOG**

OFA Number and Date	SR- 1810 dated 09/01/18
OFA Time	Date : 11:00 Hrs
Item Description	Various Grades of Stainless Steel Scrap (SSS) Materials
Item Specification	As per ' List Of Materials '
No of Lots/ Qty	As per ' List Of Materials '
Location	Central Stores Disposal Section, SAIL/SSP, Salem-636013
Loading/ Delivery	On ' Ex-Works ' SAIL, Salem Steel Plant, Salem 636 013, basis .
Registration	New Bidders / Customers should Register through mjunction upto 3 days in advance of OFA date.
EMD Amount & Last Date of submission of duly signed and stamped on each page Tender Documents	Bidders in the OFA after confirmation of their Registration with mjunction shall pay the EMD as prescribed and obtain the User ID and Password from mjunction enabling participation in the OFA. In cases where the bids submitted by the Bidders/ Customers in the OFA are not acceptable to SAIL/SSP and in respect of unsuccessful 'Temporary Customers' the EMD of these Bidder(s) shall be refunded by mjunction 48 hours of completion of the Auction process based on online refund request by customer to MJ (email ID: uma.r@mjunction.in & uma.r@mjunction.in) . The EMD will automatically stand converted into Security Deposit (SD) for the Successful Bidder/ Customer. The entire EMD of only the 'Temporary Customers' who are Successful Bidders will be adjusted against their lifting of the Last lot in the Sale Order.
Mode of Payment (excludes EMD)	All payments are to be made in the form of DD/PO/ Banker's cheque in favour of 'Steel Authority of India Ltd. –Salem Steel Plant', payable at Salem. Payment by RTGS/ NEFT mode is acceptable. Always confirm payment by RTGS/ NEFT immediately through a Fax / E-mail scan message. Payment can be made to Salem Steel Plant, Salem only. Payments at any other SAIL Offices, including at SSP Resident Office, Ispat Bhavan, Chennai, will not be accepted.
Payment Schedule	Additional Security Deposit (ASD) and balance amount of Full Sale Value (FSV) are to be paid within 10 days and 15 days respectively (specific last dates are specified in the Sale Order).
Delivery	Within 22 days from the date of issuance of Sale Order on Ex-Works basis to be delivered by Road from the Central Stores Disposal Section, SAIL/SSP, Salem. Truck/Trailer to be placed after taking prior permission/ programme from the Department official concerned. Gate timings for Entrance & Exit of Transporters' Vehicles will be as follows: Entry/Exit : 09:00 Hrs to 16:00 Hrs
Terms& Condition of Tender & Sale Order/ Contract	Will be governed by the relevant Clauses and provisions stipulated under ' General & Special Terms and Conditions for Sale through Online Forward Auction (OFA) ', ' Auction Notice ' , ' Synopsis of Auction Catalogue ' and ' Auction Schedule '
Contact Persons	Shri S Duraisamy (SAIL, SSP – Salem, Tel – 0427- 238 2847) Shri Suresh Bharadwaj (SAIL, SSP – Salem, Tel – 0427 2382192) Shri K Sivakumar & Smt.Uma (mjunction, Chennai – Tel – 044 64624733 ; 9840534712, 8939891413)

Note: For further details please log on to www.metaljunction.com or Visit us at www.sail.co.in.

ANNEXURE - B**AUCTION TIME : 11.00AM**

LIST OF STAINLESS STEEL SCRAP MATERIALS PROPOSED
FOR DISPOSAL THROUGH 'E-AUCTION' NO.:SR-1810 ON 09/01/2018

S NO	LOT NO	LOCATION	GRADE	NATURE	QUANTITY (MT)
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STAINLESS STEEL SCRAP TYPE-I:
ANNEALED AND PICKLED STAINLESS STEEL COILS/BABY COILS
IN THE THICKNESS RANGE OF 0.3 TO 4.00 MM.

1	10924	1038	SSLN1ABQCU	COILS	5.400
2	10912	337	SSLN1ABQCU	COILS	10.700
3	10922	335	SSLN1ABQCU	COILS	8.700
4	10930	315	SSLN1ABQCU	COILS	6.700
5	10229	329	SSLN1ABQCU	COILS	10.300
6	10249	038	SSLN1ABQCU	COILS	15.100
7	10211	040	301/301L	COILS	12.600
8	10925	1042	400	COILS	9.600
9	10921	1031	400	COILS	8.600
10	10923	1017	400	COILS	11.500
11	10926	341	400	COILS	14.200
12	10931	1035	400	COILS	11.600
13	10932	029	400	COILS	7.000
14	10920	339	400	COILS	12.400
15	10927	030	400	COILS	11.500
16	10929	320	400	COILS	9.400
17	10911	1041	400	COILS	10.800
18	10914	1006	400	COILS	11.800

STAINLESS STEEL SCRAP TYPE-II:
ANNEALED AND PICKLED STAINLESS STEEL SHEETS
IN THE THICKNESS RANGE OF 0.3 TO 4.00 MM.

19	20538	323R	SSLN14ABQCU201	ASSORTED SHEETS	15.400
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LIST OF STAINLESS STEEL SCRAP MATERIALS PROPOSED
FOR DISPOSAL THROUGH 'E-AUCTION' NO.:SR-1810 ON 09/01/2018

S NO	LOT NO	LOCATION	GRADE	NATURE	QUANTITY (MT)
20	20541	040R	SSLN14ABQCU201	ASSORTED SHEETS	14.300
21	20546	035R	SSLN14ABQCU201	ASSORTED SHEETS	18.900
22	20543	048R	304/L/301/321	ASSORTED SHEETS	11.900
23	20537	038R	400	ASSORTED SHEETS	20.200
24	20539	344R	400	ASSORTED SHEETS	15.600
25	20544	351R	400	ASSORTED SHEETS	18.400
26	20536	039R	400	LENGTHY SHEETS	12.500
27	20542	041R	400	LENGTHY SHEETS	11.300

STAINLESS STEEL SCRAP TYPE-III:
PARTIALLY ANNEALED AND PICKLED COLD ROLLED STAINLESS STEEL
COILS/CUT SHEETS IN THE THICKNESS RANGE OF 0.3 TO 4.00 MM.

28	30695	027	SSLN1ABQCU	COILS	8.300
29	30705	227	SSLN14ABQCU201	CUT SHEETS	13.900
30	30706	225	SSLN14ABQCU201	CUT SHEETS	20.500
31	30707	223	SSLN14ABQCU201	CUT SHEETS	9.400
32	30179	854 855	SSLN14ABQCU201	CUT SHEETS	10.200
33	30192	244A	SSLN14ABQCU201	CUT SHEETS	23.500
34	30201	030R	SSLN14ABQCU201	CUT SHEETS	18.700

STAINLESS STEEL SCRAP TYPE-IV:
HOT ROLLED/PARTIALLY ANNEALED AND PICKLED COLD ROLLED
HEAVILY SCALLED STAINLESS STEEL SHEETS/COILS

35	40095	025	SSLN1ABQCU	COILS	5.400
36	40062	1019	301/301L	COILS	2.600

STAINLESS STEEL SCRAP TYPE-V:
ANNEALED AND PICKLED HOT ROLLED STAINLESS STEEL SHEETS/COILS

37	51053	031	SSLN14ABQCU201	CUT SHEETS	16.200
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PAGE NO.: 3

LIST OF STAINLESS STEEL SCRAP MATERIALS PROPOSED
FOR DISPOSAL THROUGH 'E-AUCTION' NO.:SR-1810 ON 09/01/2018

S NO	LOT NO	LOCATION	GRADE	NATURE	QUANTITY (MT)
38	51055	137	SSLN14ABQCU201	CUT SHEETS	7.800
39	51056	131	SSLN14ABQCU201	CUT SHEETS	12.300
40	51057	331	SSLN14ABQCU201	CUT SHEETS	11.600
41	51058	133	SSLN14ABQCU201	CUT SHEETS	14.200
STAINLESS STEEL SCRAP TYPE-IV H: HOT ROLLED SCALED STAINLESS STEEL SHEETS/PLATES/COILS.					
42	00347	210A	SSLN14ABQCU201	PLATES	14.800
43	00344	217	400	PLATES	14.100
44	00345	215A	400	PLATES	13.500
45	00346	213	400	PLATES	13.000

IMPORTANT DATES

THESE DATES WILL BE FOLLOWED STRICTLY

The Last Date for:-

Payment of ASD : 10 days from the date of Sale Order.
 Payment of Full Sale Value : 15 days from the date of Sale Order.
 Lifting of materials : 22 days from the date of Sale Order.

Inspection will be on 04/01/18 TO 06/01/18 between 10.00 hrs. to 16:00 hrs on Working days of Salem Steel Plant.

mjunction services limited
 Old No. 111, New No. 195,
 Peters Road, Peters Lane,
 Gopalapuram,
 Chennai - 600 086.
 044 - 64624733 / 34 /35
 9840935953 / 8939891413

ANNEXURE - C

**GENERAL & SPECIAL TERMS AND CONDITIONS FOR SALE THROUGH ONLINE
FORWARD AUCTION (OFA)**

1.0	AUTHORITY AND ACCEPTANCE OF BID: Subject to the realization of Reserve Price, if any, fixed by the "Management" of Salem Steel Plant, Salem, all sales shall be made to the Highest Bidder (H1 Bidder).	
2.0	DEFINITIONS : A reference herein to different expressions / abbreviation used shall mean the following :	
2.1	SAIL: shall mean "M/s Steel Authority of India Ltd.," incorporated under the Companies Act, 1956 and having their registered office at Ispat Bhawan, Lodhi Road, New Delhi – 110003, India and their plant /SSP which term or expression unless excluded by or repugnant to the context shall include their successors and permitted assigns. Online Forward Auction (OFA) / OFA is conducted for M/s Steel Authority of India Ltd./Salem Steel Plant (SAIL/SSP) (hereinafter referred as the "Client") on Service Provider platform (hereinafter referred as the "Service Provider").	
2.2	SAIL/SSP : Salem Steel Plant: a Unit of Steel Authority of India Ltd. having its Plant at Alagusamudram, Salem 636 013, Tamil Nadu	
2.3	Service Provider : m/s mjunction Services Ltd having their Registered Corporate Office at TATA Centre, 43 JN Road, Kolkatta 700 071, West Bengal and their Branches which term or expression unless excluded by or repugnant to the context shall include their successors and permitted assigns.	
2.4	Management: Senior Executives of Salem Steel Plant who are vested, through the Delegation of Powers (DOP), powers to deal with sale of materials through OFA.	
2.5	Bidder: Bidder is the individual / legal personality participating in the OFA, intending to buy the item(s) from the Client. To become a Bidder in the Auction, a business entity has to secure client's approval for participation.	
2.6	New Bidder: A Bidder enlisting for participation in our OFA for the first time either as one-time Customer or as Permanent Customer.	
2.7	Seller : SAIL/SSP	
2.8	LOI : Letter of intent	
2.9	EMD : Earnest Money Deposit	
2.10	SD / ASD / FSV : Security Deposit / Additional Security Deposit / Full Sale Value	
2.11	OFA : Online Forward Auction	
2.12	FOT : Free on Truck / Trailer	
2.13	FOR : Free on Rail	
2.14	DD : Demand Draft	
2.15	PO : Pay Order	
2.16	BC : Banker's Cheque	
2.17	RTGS/ NEFT : Real Time Gross Settlement/ National Electronics Funds Transfer	
2.18	AIWIB : As Is Where Is Basis and No complaint basis	
2.19	SSS : Stainless Steel Scrap Materials of various grades and nature consisting of Type I to Type V and Type IV H detailed in catalogue	
2.20	SSMS : Stainless Steel Melting Scrap of various grades and nature including Stainless Steel coin Blank Scissels more detailed in the catalogue	
2.22	Carbon Steel and other Waste & Scrap Materials: Carbon Steel Defectives of various nature, other Waste/ Scrap like Used Oil/ ILK paper, Used Work Rolls, Scrap Wood, Idle Assets etc. as detailed in the Catalogue.	
2.23	Permanent Customer: Those Customers who meet the Performance criteria of having executed in full a minimum of 4 Sale Orders besides not having any cases of default in the immediate preceding 12 month period and who make a deposit of the EMD amount as decided by SAIL/SSP. Such customers will be treated as Permanent Customer and will be given permanent User ID by the Service Provider.	

	2.24	Temporary Customer: Those Customers who do not qualify as Permanent Customer status shall be treated as Temporary Customer. They shall submit an EMD amount as decided by SAIL/SSP in each OFA conducted by Central Stores Department – SSP. Such Customer will be given Temporary User ID by the Service Provider.
	2.25	Defaulter : Any successful Bidder who fails to make full payment and lift the material covered by the Sale Order within the time allotted therein and failed to act according to the Terms and Conditions of the Sale Order.
	2.26	Tender Document: Tender Document shall mean the terms and conditions falling under the the 'General & Special Terms & Conditions of Sale through Online Forward Auction (OFA)', 'Synopsis of Auction Catalogue', 'Auction Schedule', 'Auction Notice', 'Format for Registration' and 'Letter of Interest cum Undertaking' documents.
	2.27	Sale Order/ Contract : Sale Order/ Contract shall mean an order issued in favour of the highest Bidder for Sale of material under the terms and conditions of the Sale Order and Tender Document and includes the 'General & Special Terms & Conditions of Sale through Online Forward Auction (OFA)', 'Synopsis of Auction Catalogue', 'Auction Schedule', 'Auction Notice', General Rules & Regulations governing conduct of Online Forward Auctions, Definition of key terms, 'Letter of Interest cum Undertaking', Acceptance of Offer / Sale Order / Offer Letter, Delivery Order / Release Order along with subsequent amendments, if any, and other documents issued by SAIL/SSP pertaining to the referred Auction through Internet including SAIL S1 & SAIL FA1 (which are downloadable from the SAIL Tender web site www.sailtenders.co.in under the menu heading: 'Standard Documents'), SAIL Guidelines for Suspension of Business Dealings/ Banning & SAIL Guidelines for Matching of H1 Rates.
	2.28	Online Forward Auctions (OFA): Online Forward Auctions refer to those Auctions conducted through the Internet with the Bidders (from one or more locations) simultaneously bidding to be selected for buying the item(s) of Auction. In other words, the venue for the Auction is an Internet web site / platform. The Service Provider's web site assigned by Service Provider would constitute venue for the purpose of the online Auction.
	2.29	Bidder: Bidder is the individual / business entity participating in the Auction, intending to buy the item(s) from the Client. To become a Bidder in the Auction, a business entity has to secure client's approval for participation.
3.0	RESPONSIBILITY	
	3.1	The responsibility for fulfillment of the OFA proceedings rests between the Bidders and the client and the responsibility of the Service Provider shall be restricted to the extent of the e-services provided by them.
4.0	INSPECTION OF MATERIAL	
	4.1	All parties are advised to inspect the materials and they will be permitted to inspect the materials from 10.00 hours to 16.00 hours during 3 days (for SSS & SSMS) and 5 days (for non-SSS) preceding the date of OFA. Necessary entry passes may be obtained from the Central Industrial Security Force (CISF) of SSP, Salem.
	4.2	The Bidder (s) shall be deemed to have inspected the materials they are bidding for, whether they have inspected the materials or not, and that the principle of 'CAVEAT EMPTOR' shall apply. The materials offered for sale are on "AS IS WHERE IS" (AIWIB) and "NO COMPLAINT" basis. The material will be lifted from the site of storage with all faults and errors in description or otherwise, if any. Quantity, quality, size measurement, marks and number stated in the tender documents are approximate and no warranty or guarantee shall be implied. SAIL/SSP does not give any guarantee that the Sale Order quantity will be actually available. The above quantity is merely indicative and no claim for compensation / delay or for any shortfall in the quantity shall lie against SAIL/SSP
5.0	SUBMISSION OF ACCEPTANCE AND OBTAINING OF PASSWORD	
	5.1	Customers intending to participate in OFAs need to duly sign and stamp each page of the 'Tender Document' which includes the 'General & Special Terms and Conditions for Sale through Online Forward Auction (OFA)', 'Synopsis of Auction Catalogue', 'Auction Schedule', 'Auction Notice', 'Format for Registration' and 'Letter of Interest cum Undertaking' documents and submit them to the Service Provider along with necessary EMD as stated in 'Auction Notice'. Then the Service Provider will issue a User ID and a Password to the Customer. These documents shall be kept valid till the end of the financial year in respect of Permanent Customers. Temporary Customers shall submit these documents for every OFA.

	5.2	Bidders are also requested to change the passwords allocated to them by the Service Provider to keep their confidentiality. However it would be Bidder's sole responsibility to ensure the security and privacy of the same and he / they would not hold the Client / Service Provider responsible in any manner whatsoever for any misuse of these User ID and / or Password. Before actual participation, the Customers may obtain necessary help from the Service Provider so as to enable them to participate in the online forward Auction process, without any difficulty
	5.3	An individual can participate on behalf of only one Firm/ Company/ Business entity either in his own capacity or as Power of Attorney (POA) Holder. Such POA will be valid for a maximum period of 12 Months. An individual can hold only one POA for an OFA .
6.0	EARNEST MONEY DEPOSIT (EMD)	
	6.1	For Stainless Steel Scrap (SSS): Bidders in the OFA shall pay the EMD as prescribed in the 'Auction Notice' and submit the same to the Service Provider before getting the User ID and Password for participating in the OFAs. 'Permanent Customers' may submit an EMD of Rs. 2,00,000/- as a One Time deposit. A Bidder who does not qualify to participate in the OFA conducted by Central Stores Department of SSP as 'Permanent Customer' (viz. a 'Temporary Customer') may deposit an EMD of Rs.5,00,000/- for every auction which he intends to participate. The EMD submitted by the unsuccessful 'Temporary Customer' will be returned by our Service Provider within 48 hours of completion of the Auction process based on online refund request by customer to M/s mjunction services ltd.. EMD will not attract any interest. The EMD of the 'Temporary Customer' automatically stands converted to Security Deposit (SD) for the Successful Bidder/ Customer.
	6.2	For Carbon Steel and other Waste & Scrap materials: EMD for each Auction will be Rs.1,00,000/- for High Value items and Rs.10,000/- for Low Value items. However, prospective Bidder(s) can also make one time payment of Rs. 1,00,000/-to SAIL/SSP for enlisting as 'Permanent Customer' which will entitle them to participate in all the OFAs conducted by Central Stores Department of SSP for Carbon Steel and other waste & scrap materials. The EMD submitted by the unsuccessful 'Temporary Customer' will be returned by our Service Provider within 48 hours of completion of the Auction process based on online refund request by customer to M/s mjunction services ltd. EMD will not attract any interest. This EMD is different, separate and distinct from the EMD collected for participation in the OFAs for disposal of SSS and SSMS Material.
	6.3	On acceptance of the Bids by the Seller, the entire EMD will be converted into Security Deposit (SD).
	6.4	The total amount of the EMD of the 'Temporary Customer' that has been converted into SD can be adjusted in full either towards payment of Lot Value or part thereof at the time of delivery of the last Lot. Excess payment due to them, if any, will be refunded to the Customer after satisfactory discharge of the Sale Order.
	6.5	However, if the 'Temporary Customer' fails to lift the last Lot of the material on or before the scheduled date, the amount of SD will <u>not</u> be adjusted for payment towards the last Lot value or any other Lot/s and the same will be treated as SD only.
	6.6	In respect of EMD (converted into SD) submitted by the 'Permanent Customer' adjustment as detailed in 6.4 above towards Lot value is not applicable.
	6.7	The EMD shall be forfeited at the discretion of the Management of SAIL/SSP in the event of non compliance of the Terms and Conditions of the Sale Order by the successful Bidder which includes events such as non payment/ short payment of requisite down payment.
	6.8	The provisions contained in this Clause is without prejudice to any other Terms and Conditions or Penal provisions indicated in the Sale Order.
	6.9	It will not be possible for SAIL/SSP to make adjustment for EMD/ASD/ Sale Value towards another Auction/ Tender from any other sum of money on account of pending bill, SD or EMD paid due from SAIL/SSP .
7.0	AWARD AT THE AUCTION	
	7.1	In a single winner format, only one Bidder (normally the Bidder who quotes the highest price- H1 rate) is awarded the item being Auctioned. The Bidder quoting the highest price (H1 Bidder) is normally allotted the item subject to approval of price.
	7.2	SAIL/SSP reserves the right to accept or reject any or all the bids without assigning any reason whatsoever and this decision shall be final and binding on the party.

8.0	VALIDITY OF BIDS	
	8.1	The price/bid quoted / offered should remain valid for acceptance by SAIL/SSP within the specified number of days from the date of OFA as stipulated in the Auction Notice.
9.0	UNSOLICITED OFFERS / PAYMENTS	
	9.1	Bidders must be very careful to submit bids. After submitting bids, they shall not withdraw their bids or modify any terms and conditions thereof, without being asked to do so. Should the Bidders fail to observe the foregoing stipulation, their EMD shall be forfeited.
	9.2	Payments must be made by the successful Bidder through Bidders's Bank account in case of RTGS/ NEFT payments. It is advisable that RTGS/ NEFT payments is made specifically from the Bank Account no(s) declared by the Tenderer/ Bidder in their Format for Registration and Letter of Interest cum Undertaking to enable SSP verify.
10.0	BUSINESS IDENTITY	
	10.1	Each Bidder before participating in the OFA shall submit a Declaration as to whether the Proprietor or any Partner of the firm or Director of their Company, as the case may be, has any relation with any employee working in SAIL/SSP and if so, to provide the name of the employee and the relationship thereto. Information shall also be provided whether any of them has a relationship within the meaning of Section-6 of the Companies Act 1956 to the Directors of SAIL and if so, to provide details.
	10.2	Each Bidder shall submit information like full correspondence address, E-mail ID, Fax number of his firm.
	10.3	Possession of valid E-mail address for instant correspondence is a pre-requisite for participation in OFA. Intimation by E-mail to the E-mail address as given by the party at the time of registration will be considered a valid communication.
	10.4	Further, each Bidder shall submit name of the Authorized Signatory of the Firm, Number of Partners and name of the Chief Executive and other Directors.
11.0	CONDITION OF BIDS	
	11.1	The Bidder shall have no right to claim any costs, charges, expenses of and incidental to or occurred by him through or in connection with his submission of bids.
	11.2	Joint participation in bidding by two or more firms / legal persons shall not be accepted.
	11.3	SAIL/SSP reserves the right to defer or alter date of conducting of OFA mentioned in the Auction Notice at its sole discretion.
	11.4	The Terms and Conditions of the Tender are to be agreed to by the prospective Bidders in- toto. Conditional bids will not be considered.
12.0	MODE OF PAYMENT	
	12.1	<p>All payments (except EMD) shall be subject to the following :-</p> <p>Payment should be made by way of DD / PO / BC on any Scheduled Commercial bank (except Co-operative and Gramin Banks) drawn in favour of 'Steel Authority of India Limited, Salem Steel Plant' and payable at Salem as specified in the Auction Notice. Payment can be made at Cash Section, Salem Steel Plant, Salem only, before 1600 hrs on SSP's Working days. Payments at any other SAIL Offices, including at SSP Office, Ispat Bhavan, Chennai, will not be accepted. In the process of encashment of such DDs / POs / BCs, if any Bank Collection charge is paid / involved, the same shall be debited to the Customer / Successful bidder.</p> <p>Payment by RTGS/ NEFT modes (for other than EMD payment) to Salem Steel Plant's Bank Account at Salem is only acceptable. Payments at any other SAIL Offices, including at SSP Office, Ispat Bhavan, Chennai, will not be accepted. Standard Format for communication to SSP Finance and Despatch Sections of payments made will be attached with the Sale Order. RTGS/ NEFT payments which are made clearly on the last date with submission of a copy of Party's Bank Account statement with UTR No. & date as proof of payment, if credited on the next working day, the delay only being attributable to Bank Process, will be acceptable.</p> <p>Payment by Cash, Cheque or any other instrument, except those as mentioned above, shall not be accepted.</p> <p>No interest shall be payable against any of the above deposit / payment made.</p>
13.0	ACCEPTANCE OF BID AND ISSUE OF SALE ORDER	

	13.1	The Officer-in-charge of the OFA, nominated by SAIL/SSP, reserves the right that the highest bid (H1 bid) received for particular Lot or Lots be referred to some higher authority for final sanction/approval. In case where bids are accepted ' <i>subject to approval</i> ' the decision regarding acceptance or otherwise of the said bid will be communicated to the Bidder within 15 working days from the date of the OFA.
	13.2	When a bid is accepted by SAIL/SSP, the successful Bidder shall be informed by a "Sale Order" which will be dispatched by Post/ Courier /Fax / E-mail or handed over to the Customer/ Authorized Representative of Customer. This will indicate relevant details viz. description of goods, quantity, accepted rates, Sale Value, GST, other Taxes & Duties applicable on date, total amount of ASD to be submitted, the time within which the ASD is to be deposited, and last date of making payment of FSV and the last date for lifting of all the material and completion of commercial formalities.
	13.3	The Proof of Dispatch of the Sale Order by SAIL/SSP shall be final & binding in case of any dispute regarding non-receipt of the sale order. Intimation by E-mail to the E-mail address as given by the party at the time of registration will be considered a valid communication. Sale Orders/correspondence sent on that address shall be deemed to have been delivered to the Purchaser. Note: In the event of non-receipt of Sale Order/offer within 7 days from the date of Internet Auction, the H1 Bidder shall enquire SAIL/SSP about the position regarding dispatch of Sale Order and deposit the balance amount within 15 days from date of Sale Order.
14.0	PAYMENT OF ADDITIONAL SECURITY DEPOSIT (ASD) AND FULL SALE VALUE (FSV)	
	14.1	The successful Bidder shall pay 10% of the bid value towards ASD as stipulated in the Sale Order, failing which the EMD converted into SD shall be forfeited.
	14.2	The successful Bidder shall be required to furnish ASD and the FSV including taxes & duties applicable as per details indicated in the Sale Order by way of DD/ PO/ BC of a Scheduled Commercial bank (except Co-operative and Gramin Banks) drawn in favour of "Steel Authority of India Ltd., Salem Steel Plant" and payable at Salem within the stipulated date(s). Payment by Cash and Cheques will not be accepted. Payment by RTGS/ NEFT mode to Salem Steel Plant's Bank Account at Salem is only acceptable. Payments at any other SAIL Offices, including at SSP Office, Ispat Bhavan, Chennai, will not be accepted.
	14.3	No interest shall accrue on ASD.
	14.4	The bidder whose bid is accepted shall make the ASD/ FSV payments within the due date stipulated in the Sale Order. If the successful bidder fails to pay ASD/ FSV payments on or before the due date, the Sale Order will be cancelled and EMD will be (converted to SD) forfeited in full. Proportionate ASD corresponding to the unpaid Lots' value will also be forfeited. Those Lots will be forfeited. The forfeited Lot/s will be resold to the next highest bidder, H2 bidder and in case he regrets, the H3 bidder agreeing to match the winning rate i.e H1 rate. If H3 bidder also regrets to match, the forfeited Lot/s will be re-auctioned in the next OFA as per SAIL Guidelines, without issuing any prior notice to the buyer.
15.0	ADDRESS OF THE CUSTOMER	
	15.1	The address given by the Bidders (including the E-mail address) and recorded at the time of Registration/enlistment shall be deemed to be Bidder's business address and the Sale Orders/ correspondence sent to them on that address shall be deemed to have been delivered to the purchaser. In this regard, please see Clause No. 13.3 above.
16.0	FORFEITURE OF SECURITY DEPOSIT (SD) / ADDITIONAL SECURITY DEPOSIT (ASD)	
	16.1	In the event of failure on the part of the successful bidder to make ASD / FSV payment on or before the due date specified in the Sale Order, SAIL/SSP shall cancel the Sale Order relating to the unpaid Lot/s and forfeit the EMD (converted to SD) in full. Proportionate ASD corresponding to the unpaid Lots' value will also be forfeited. Those Lots will also be Forfeited. The forfeited Lot/s will be resold to the next highest bidder H2 bidder and in case of his regret, the H3 bidder agreeing to match the winning rate i.e. H1 rate. If H3 bidder also regrets to match, the forfeited Lot/s will be re-auctioned in the next OFA as per SAIL Guidelines without issuing any prior notice to the buyer.
	16.2	In the event of such forfeiture, the 'Permanent Customers' will lose their status of 'Permanent Customer'. They will then be allowed to participate in subsequent OFAs as 'Temporary Customer' by payment of applicable EMD amount. They can re-instate themselves as 'Permanent Customers' after meeting the stipulated 'Performance Criteria' as per Clause 2.23.
17.0	RECEIPT FOR PAYMENT	

	17.1	For all payments towards EMD, Receipt will be issued by the Service Provider. For payments received against ASD/ FSV, Cash Receipt will be issued by SSP. The Customer shall in all cases shall submit the original Cash Receipt to SSP at the time of lifting the material for verification of records and the same will be returned after due verification.
18.0	BARRING FROM PARTICIPATION IN OFAs	
	18.1	If the Customer defaults on payment even after the 3 day grace period for payment then he will be Barred from participating in subsequent OFAs for a period of 6 months from the date of communication to him.
19.0	SCHEDULE FOR COMPLETION OF SALE ORDER	
	19.1	<p>Last date for ASD payment : 10 days from the date of "Sale Order" (includes the date of Sale Order and the postal/courier transit time of Sale Order)</p> <p>Last date for payment of Full Sale Value: 15 days from the date of Sale Order (includes the date of Sale order and the postal/courier transit time of Sale Order).</p> <p>Last date for lifting of materials: 22 days from the date of Sale Order (includes the date of Sale Order and the postal/courier transit time of Sale Order).</p> <p>Note:</p> <ul style="list-style-type: none"> i) The number of days indicated above is inclusive of intervening Holidays. ii) If the Sale Order is required to be intimated on the same day the prospective Bidder must provide valid, active, live E-mail address and Fax number. iii) SSP will not be liable in case the E-mail or the Fax number is found not working or dead etc. on the date and time of issue of Sale Order. E-mail messages bouncing back to the sender will still be treated as effective communication of Acceptance of Bid(s) to the Bidders. iv) The due date for payment of ASD shall be as per the Sale Order. However, upon specific request of any party, extension of the due date for payment of only the FSV shall be granted for a period not exceeding 3 days (excluding intervening Sunday/ SSP Holiday/ Bank Holiday) with the approval of Head of Stores- MM Deptt. The extension, if agreed by SSP, will be at a cost to the Buyer of Rs.500/- per Lot for every day of extension agreed. No request for any further extension beyond this period will be entertained by SSP. In case, payment is not made on or before such extended period, penal actions for Cancellation of Sale Order, Forfeiture of EMD/ASD etc. shall be initiated as per relevant Clauses mentioned above. v) If the last date for payment/ lifting of materials falls on a Sunday/ SSP Holiday/ Bank Holiday, the next working day will be considered as the last date for payment/lifting of materials.
20.0	ALTERNATE DISPOSAL ACTION	
	RELEASE OF ALTERNATE SALE ORDER IN CASE OF DEFAULT	
	20.1	In case the successful bidder quoting the highest rate i.e H1 party backs out, the Sale Order shall be Cancelled for the unpaid Lot/s and these Lot/s will be forfeited. SSP shall take Alternate Disposal Action for these unpaid Lots. SSP may resell the forfeited Lot/s to the next highest bidder, H2 bidder and in case of his regret, the H3 bidder agreeing to match the H1 rate. Alternatively, SSP may decide to include the forfeited Lot/s in the subsequent OFAs.
	DETAILS WITH RESPECT TO ALTERNATE SALE ORDER	
	20.2	The Alternate Sale Order released will not require ASD payment. The Full Sale Value (FSV) of the Alternate Sale Order will have to be paid by H2/H3 bidder in not more than 5 days (including the date of the Sale Order but excluding Sunday/SSP Holiday/ Bank Holiday) and effect lifting in not more than 10 days (including the date of the Sale Order but excluding Sunday/SSP Holiday/ Bank Holiday) to ensure that this Alternate Disposal Action is completed in short time.
21.0	TAXES AND DUTIES	
	21.1	All taxes and duties related to GST whether Local, State, Central or any other Statutory Authority shall be payable by the Customer in addition to the Sale Value as applicable for each item at the prevailing rates as on the date of delivery. For all purposes, the date of Invoice shall be deemed to be date of delivery.
	21.2	In the event of dispute in regard to GST authorities levying additional charges for any reasons whatsoever, such duty / charge shall be payable by the Customer.
	21.3	The penalty imposed by the GST authorities for non-observance of GST procedure by the Customer shall be borne by the Customer.
22.0	RELEASE ORDER/ DELIVERY THROUGH REPRESENTATIVE	
	22.1	On receipt of full payment as indicated in the 'Sale Order' from the Customer, SAIL/SSP shall issue a 'Sale Release Order' authorizing the Purchaser to take delivery of the materials/ Lot/ Lots indicating the last dates within which the goods have to be removed, to enable the Customer to take delivery of the goods.
	The Customer who has signed the documents as mentioned in Clause 5.0 or the person who	

	22.2	has been authorized for giving the 'Letter of Authority' for taking delivery of materials in the 'Letter of Interest cum Undertaking' submitted by the Customer, is required to sign on the 'Sale Release Order' for taking delivery. If this is not possible and if the Customer desires to take delivery through his Agent / Nominated Person, he must authorize the Agent/ Nominated Person by a 'Letter of Authority' which has to be presented to the Stores department at the time of taking delivery. The 'Letter of Authority' shall bear the specimen signature of the Authorized Representative duly attested by the Customer. SAIL/SSP, may at its sole discretion, decline to act on any such 'Letter of Authority' and it shall be in all cases, for the Customer to satisfy the Central Stores Department that the authority is genuine. Delivery by proxy will be at the Purchaser's sole risk and responsibility and no claim shall arise against SAIL/SSP on any account whatsoever if delivery is effected to wrong person.
23.0	DELIVERY	
	23.1	The delivery of the materials will be effected ' <i>in situ</i> ' by SAIL/SSP. The goods sold will have to be removed by the Customer from the site within the date specified in the 'Sale Release Order'.
	23.2	Delivery of materials will be made during working hours on all working days on presentation of the 'Sale Release Order' by the Customer to the concerned Officer in-Charge, who may suspend the 'Sale Release Order' for a particular period of time for want of any clarification or other technical / operational reasons.
	23.3	The Customer will make their own arrangement for collection / removal and transportation of items / Lots purchased and will not be entitled to claim any facilities or assistance for the transport / removal of the goods / Lots from SAIL/SSP. SAIL/SSP may subject to the availability, extend at its discretion certain facilities such as cranes, free of cost for handling the lot. The fact that such application has been made to SAIL/SSP or any delay on the part of SAIL/SSP to grant such facilities does not entitle the Customer for any extension of the delivery date.
	23.4	No picking, sorting, cutting, cleaning or breaking up of goods or materials sold will be permitted except in certain special circumstances where prior permissions has been accorded by SAIL/SSP in writing. Such permission will only be accorded on the quantity for which payment has been made.
	23.5	Where the material is sold on 'FOT' basis, the material will be loaded by the Company into Trucks to be brought by the Customer.
	23.6	Where goods are sold by weight, delivery will be given on actual weighment. The weight of the empty and full Truck / Trailer will be taken on the Weighbridge installed in SAIL/SSP (or in any of the Public Weighbridges at the discretion of SAIL/SSP) and the Net Weight so recorded shall be acceptable and binding on the Customer. Complaints regarding the difference in scale weight will not be entertained.
	23.7	The Customer shall arrange wherever necessary for bailing the loose goods into compact units for facilitating weighment and transportation. The Customer shall not lift or remove any material, which is not conforming to the Release Order / Delivery Order. The Customer shall remove the goods / Lots only from the area earmarked / specified in the Release Order / Delivery Order and SAIL/SSP's decision shall be final and binding on the Customer in this regard.
	23.8	Customer should get acquainted with system and procedure of loading, weighment and dispatch of materials. They should also get conversant with approved route to be followed by Trucks / Trailers inside the plant.
	23.9	All loading by Customer must only be done in presence of Authorized Representative of SAIL/SSP, CISF and Authorized Representative of the Customer.
	23.10	Extension of delivery date : In case, the Customer fails to effect complete removal of goods from SAIL/SSP premises within the period mentioned in the Sale Release Order / Delivery Order, SAIL/SSP may, on consideration of the merit of the case allow suitable extension of delivery period as per 'Special Terms & Conditions of Sale' of SAIL/SSP. If any goods for which 'Sale Release Order / Delivery Order' is issued, could not be delivered to the Customer within the stipulated time, either in full or in part, due to reasons attributable to SAIL/SSP or for reasons beyond the control of the Customer, SAIL/SSP may extend the date fixed for removal of the goods for a period as deemed fit by SAIL/SSP.
	23.11	In case of delivered quantity is more than the Lot quantity and the value of the excess quantity is more than the already deposited Security Deposit, then the purchaser has to pay the balance amount for the excess quantity (including all duties & taxes) within next working day. Till that period the vehicle with the excess material will be retained. However SAIL/SSP is not liable to take any responsibility regarding any charges related to the delay of the vehicle. All demurrage, wharfage charges, if any, for delay would be on account of the Successful Bidder(s). In case of

		delivered quantity is less than the lot quantity, then SAIL/SSP will refund the excess amount after due reconciliation.
24.0	SHORTAGE OF GOODS	
	24.1	Where goods are sold in Lots and not in number or units, any reference to the quantity, quality, size, measurement number and weight in the notice or other documents shall not be a point of dispute and the Customer shall have no claim against, SAIL/SSP for refund of whole or any part of the Customer's money or for loss of profit, interest, damage or otherwise.
	24.2	Where materials are sold by weight or number and the Customer is denied delivery of the whole or a portion of the goods sold, he shall be entitled to make a claim for the proportionate refund to the Sale Value of the undelivered quantity. He shall not be entitled to claim any damages, loss, profit, interest or compensation on any account due to such short delivery.
25.0	CUSTODY AND PRESERVATION OF GOODS AFTER SALE	
	25.1	The materials shall be and remain in every respect at the risk of the purchaser from the date of Sale Order by SAIL/SSP and SAIL/SSP shall not be responsible for the safe custody or preservation thereof.
26.0	RE-SALE OF MATERIALS	
	26.1	Re-sale will not be recognized by SAIL/SSP. 'Sale Order' and 'Sale Release Orders' will be made out in the name of the actual Purchaser only.
	27.1	The Customer must effect complete removal of the goods from the site within the date specified in the Sale Release Order issued by SAIL/SSP. In case goods are not removed in full within the specified date, Sale Release Order for the left over quantity will be treated as cancelled. The goods so left over will be treated as abandoned goods at the risk and cost of the Customer. SAIL/SSP will have full right on such abandoned goods and will be entitled to release or dispose off the same in any manner it deems fit without any reference to the Customer. The Customer will have no claim on goods treated as abandoned goods. In addition to forfeiting such abandoned goods, the value of the left over material will also be forfeited. Penal action shall be taken as per Terms & Conditions. The Customer shall further be held liable for all commission and other charges and losses suffered by SAIL/SSP, which may be recovered from the Security Deposit or any other sum due to the Customer.
28.0	QUANTITY TOLERANCE	
	28.1	In the event, goods are found in excess of the quantity specified in the Sale Release Order, SAIL may at its discretion offer the surplus quantity to the Customer on the same rate, terms and conditions. The Customer will be allowed to deposit the cost only after an amendment to that effect has been issued by SAIL. SAIL also has the right either to adjust the additional Sale value from the Security Deposit or demand the Customer to remit the additional amount due and obtain a valid receipt before removing the excess quantity.
29.0	DAMAGE TO PLANT PROPERTIES	
	29.1	The Customer shall be fully responsible for any loss / damage that may be caused to the premises, equipment, machinery, and other installations of SAIL/SSP in the course of removing the lot / lots bought by him, and the Customer is fully liable to reimburse to SAIL/SSP the cost of the such damages. SAIL/SSP fully reserves the right to recover the cost of such damages including recovery from any sum due to the Customer.
30.0	WITHDRAWAL OF GOODS	
	30.1	SAIL/SSP reserves the right to withdraw from the sale after advertising or after issue of Sale Order for any item of any quantity of the materials by number or weight without assigning any reasons thereof to the Bidder/Customer. SAIL/SSP will not be responsible for any damages / loss whatsoever to the Customer on account of such withdrawal.
	30.2	SAIL/SSP reserves the right to dispose off any item by any other means even after inviting bids for sale of such materials by OFA.
31.0	RECOVERY OF DUES	
	31.0	SAIL will be entitled to recover from the Security Deposit all the money due to SAIL concerning the Sale and other statutory liabilities of Customer.
32.0	PAYMENT OF INTEREST	
	32.1	No interest will be paid on the amount paid by the Customer and subsequently found refundable under any of the condition mentioned herein.
33.0	UNLAWFUL ACTS	

	33.1	In case the Customer or his representative is found involved in any unlawful activity and unauthorized or wrongful removal of materials not sold or in case of any attempt for such removal, this shall amount to breach of Contract and SAIL/SWSP shall be entitled to cancel the Sale Order and forfeit the entire Security Deposit. They shall be further liable for all the losses that might be caused to SAIL/SSP on account of such unlawful activity and unauthorized / wrongful removal. In such cases SAIL/SSP may initiate proceedings for banning of business dealing with such Customer as per procedure prevailing in SAIL/SSP.
34.0	ENTRY PASS TO PLANT	
	34.1	Admit/Gate passes are issued to the representative of the Customer by the Dy Commandant CISF, Salem Steel Plant, on the recommendations of the Officer-in-Charge of Disposal Section / AGM (MM-Stores). The Customer and their workers should not move about freely in the plant areas other than those they are authorized to visit. Free movement of Customer and their workers on the strength of the Admit/ Gate Passes issued for a particular area/place is against Security rules and in contravention of Public Security Act. Customers are advised to enforce this requirement strictly and restrict the movement within the place/area specified in the Admit/ Gate Passes. Non observance of precautions and security rules will entail prosecution under the Public Security Act, which may please be noted and also notified to the staff/workers of the Customer. In case of necessity to proceed to an area other than the noted area in the Admit/ Gate Passes, it is invariably necessary to get new area added in the Admit/ Gate Passes by the office of issue. Any breach in the enforcement of the same/custody and improper use of the passes would entail termination of the Sale at any stage at the risk and cost of the Customer.
35.0	ILLEGAL GRATIFICATION	
	35.1	Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of the Bidder / Customer or his partner, agent, or servant to any officer, servant, representative, or agent of the company in relation to the obtaining or to the execution of this or any other sale order with the company for showing or for bearing to show favor or disfavor to any person shall be resulting into the cancellation of this Sale Order.
36.0	COMPLIANCE OF LABOUR LAW AND SAFETY RULES	
	36.1	During the period the Customer's workers deputed within the plant / unit premises, will be governed by the labour laws and rules, Factory Act and rules and SAIL/SSP Security rules and safety rules as applicable and it shall be the responsibility of the Customer to ensure that the statutory provisions are complied with fully.
	36.2	The Customer shall provide and ensure proper use of safety appliances by his personnel. He shall be liable for any damages or compensation payable in respect of or in consequence of any accident or injury to any of the personnel employed by the Customer or his sub Contractor. The Customer shall at all times indemnify SAIL/SSP against all claims, or compensation under the provision of Workman's Compensation Act, 1923 or any other law for the time being in force.
	36.3	Customer shall take full responsibility and include in his bid all costs of ensuring compliance of the safety norms right from the initial stage as well as providing safe working conditions to his workmen and / or any other persons employed by him at site i.e. either inside the plant / unit or outside SAIL/SSP's premises within the quoted price. He shall also ensure that the safety and health of the employees, plant / unit and any other property of the company, as well as other Contractors working in the vicinity are not affected by his activities. He will also ensure that all equipments and other materials / supply etc. brought by him at site i.e. either inside the plant / unit or outside SAIL/SSP's premises as per the terms of the Contract are safe to the workmen in accordance with the relevant Act (including its latest amendments).
	36.4	SAIL has to be indemnified against any accident / injury to the workmen deployed by Customer or engaged by SAIL and damage to plant / unit & machinery that may occur in course of loading of materials and Customer shall provide safety appliances as required to the workforce at his cost.
	36.5	SAFETY APPLIANCES, TRAINING, PRECAUTIONS
	36.5.1	The Customer shall supply all types of safety appliances and maintain the same in good working conditions. The Customer shall appraise the site personnel in regard to various risk and hazards associated with their job. In addition, Customer shall also include safety consciousness amongst his personnel and provide necessary training (Refer IPSS Standards for Safety : downloadable from the SAIL Tender web site www.sailtenders.co.in under the menu heading: 'IPSS Standards').
	36.5.2	The Customer shall take full responsibility for accidents caused due to his / her or his agent's or employee's negligence or carelessness in regard to observance of the safety requirement and pay compensation for injuries / loss of life as per statutory rules promptly.

	36.5.3	The Customer shall be fully responsible for the safety of his workmen and employees. The Customer shall however, follow all instructions and direction that the Safety Engineering Department of the concerned Plant / Unit may issue from time to time in regard to Safety measures and shall be responsible for reporting without delay all accidents, however and where ever occurring in the works to the Safety Engineering Department of the concerned Plant / Unit. The Customer shall also assist the said department in regard to the enquiry and implementation of Safety measures.
	36.5.4	The Customer shall take full responsibility for accidents caused due to his / her or his agent's or employee's negligence or carelessness in regard to observance of the safety requirement and pay compensation for injuries / loss of life as per statutory rules promptly.
37.0	VIOLATION OF SAFETY REQUIREMENTS	
	37.1	In the event of violation of Safety requirements, company may direct stoppage of work and direct the Customer to remedy the defects or supply the facility / equipment as the case may be. The Customer shall not proceed with the work until he has complied with such directions to the satisfactions of the Concerned Authority / Safety Dept. The above provisions are also without prejudice to any other right that SAIL/SSP may have against the Customer for contribution or any other action including recovery of any damage that may be caused to or suffered by the SAIL/SSP either under relevant statute or any other law of India as may be applicable, in the facts and circumstances of an individual case in the event of any injury to any person who may be either an employee of the SAIL/SSP or Customer's labour or any other person within the premises of the company's factory / mines for any act of omission by or on behalf of the Customer in relation to the discharge of obligation for the Customer under the Sale Order.
	37.2	Where applicable Where applicable and loading / dismantling / processing of the lot is allowed, the Customer shall be responsible for security / safety of the workmen like the lifters, labourers, drivers of trucks, loaders etc., engaged by him, for which Customer shall have to observe all safety rules inside the SAIL/SSP Unit shall in accordance with this condition accepted by Customer, stand indemnified against any accident / injury to the workmen deployed by him, that may occur in course of processing, dismantling, handling, loading, transportation etc. of the material. Customer shall provide safety appliances to the workforce at his cost.
38.0	MODE OF COMMUNICATION	
	38.1	All important communication with Customer shall be through Letters / Couriers / Faxes / E-mails and / or Notices put up in notice board at SAIL/SSP and it will be the obligation on their part not to overlook such Notices. Any plea of ignorance of such Notices / Letters put up in the Notice Board at SAIL/SSP Unit shall not be acceptable.
39.0	THIRD PARTY INSURANCE/INDEMNITY BOND	
	39.1	It shall be the responsibility of the Customer for effecting necessary insurance under the Indian Workmen's Compensation Act, Third Party Liability Insurance or any other Insurance in accordance with the prevailing relevant Laws/ Rules and Regulations, at his own cost.
	39.2	SAIL/SSP shall not be responsible for any damage to the Trucks / Trailers / other Handling Equipment etc. suffered by the Customer while executing the Contract. The Customer in his own interest shall obtain suitable and sufficient cover from underwriters and no claim / correspondence on this account shall be entertained by SAIL/SSP.
	39.3	The Customer shall conform in all respects with the provisions of any statute, ordinance or laws and the rules, regulations, bye-laws of any local or other duly constituted authority which may be applicable in carrying out the sale order. The Customer shall assume responsibility for and shall indemnify and save SAIL/SSP of all liabilities, claims, costs, expenses, attorney's fees and Court costs which are or may be required with respect to any breach of any such statute, ordinance, law, rules, regulations or for which the Customer has assumed responsibility under the sale order.
	39.4	The Customer must take a third party insurance covering losses / damage to premises, equipment, machinery and other installation of the SAIL/SSP, wherever applicable, as well as any accidents / deaths of either the SAIL/SSP employees or to the Customer's workmen. The sum insured / indemnified will depend on cost of equipment, machinery and other installations at the site wherefrom material is to be lifted and / or after dismantling etc. wherever applicable, the number of employees etc. and will be specified in the acceptance of offer / sale order.
40.0	DEATH AND BANKRUPTCY etc.	
	40.1	If the Customer shall die, dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed on his business or any assets thereof or compound with his creditors, or being a corporation commence to be wound up not being a members' voluntary winding up

		for the purpose of amalgamation or reconstructions, or carry on its business under a receiver for the benefits of its creditors or any of them, the legal successor shall intimate SAIL/SSP in writing of such happening within one week from the date of such event and SAIL/SSP shall be at liberty to cancel or terminate the Sale Order forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Customer or to the receiver, liquidator or any person, in whom the Sale Order may become vested or to give such receiver, liquidator or other person the option of carrying out the Sale Order subject to his providing a guarantee for the due and faithful performance of the Sale Order.
41.0	CONCILIATION	
	41.1	<p>All questions, claims, disputes and or differences of any kind whatsoever arising out of or in connection with or concerning this Contract, at any time, whether before or after determination of the Contract, shall be referred by the parties hereto for Conciliation before a Conciliatory Forum / Body.</p> <p>The Conciliatory Forum / Body will be composed of the following members :</p> <p>i) Nominee of SAIL/SSP– Independent of officer handling the Contract (to be nominated by the head of the concerned department)</p> <p>ii) Nominee of the Customer</p> <p>The parties in dispute would place their facts along with supporting/relevant documents/papers in writing before the Body / Forum and the process of Conciliation would be completed within the period of three months from the date of reference of the dispute to the Conciliatory Forum / Body.</p> <p>The place of conciliation shall be Salem and not any other place.</p> <p>Conciliation proceedings will be held in accordance with the Rules of Conciliation of SCOPE (Standing Committee on Public Enterprises) and settlement so rendered shall be binding on the parties.</p> <p>On failure of the Conciliation, the aforesaid questions, claims, disputes and or differences shall be referred by the parties here to for the decision by a Sole Arbitrator to be appointed as herein after mentioned.</p>
	41.2	On matters of default in payment i.e payment not effected on or before the last date specified in the Sale Order / the extended due date (if any), SAIL/SSP will not entertain any request from the defaulting party for grant of further extension and/ or Conciliation.
42.0	ARBITRATION	
	42.1	On failure of the Conciliation proceedings as stated in Clause 41.0 above, the matters in question, claims, dispute and or difference in respect of the sale order to be submitted to arbitration as aforesaid shall be referred for decision to a Sole Arbitrator to be appointed by the Chief Executive of SAIL/SSP. Before appointing the Sole Arbitrator, ED of SAIL/SSP shall nominate three names out of which the Customer shall give his consent for one of them for appointment as Sole Arbitrator, failing which after 30 days of the issuance of the letter informing three names ED of SAIL/SSP shall have the power to appoint one of the three notified persons as the Sole Arbitrator.
	42.2	In case the designation of the ED of SAIL/SSP is changed or his office abolished, the officer who for the time being is entrusted with the functions of the ED SAIL/SSP, by whatever designation such officer is called, shall be the person designated to appoint the Sole Arbitrator. The Arbitrator so appointed shall adjudicate upon the disputes between the parties hereto.
	42.3	The Sole Arbitrator appointed as stated above, shall from the time of his appointment and throughout the Arbitration proceedings, without any delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality provided that the mere fact that such Sole Arbitrator is an employee of SAIL/SSP shall not be regarded as such circumstances. The Arbitrator shall decide the questions, claims, disputes or differences submitted to him by the parties in accordance with the substantive law for the time being in force in India.
	42.4	The Arbitrator shall hear the cases independently and impartially and shall not represent the interest of any party. Any Arbitrator having personal interest in the case at the time of his appointment and at any time subsequently thereafter must withdraw from his office himself and the parties shall also have the right to ask him to do so. The venue of the arbitration shall be Salem and not any other place other than Salem.
	42.5	Procedure for conduct of the Arbitration proceeding shall be decided by the Arbitrator, in consultation with the parties before proceeding with reference. The Arbitrator may hold preparatory meeting(s) for this purpose. In the preparatory meeting(s) as aforesaid, the arbitrator/s as the case may be in consultation with the parties shall also determine the manner of taking evidence, the summoning of expert evidence, and all such matters as are necessary

		for the expeditious disposal of the arbitration proceedings.
	42.6	The provision of the Arbitration and Conciliation Act, 1996 and the rules framed there under, if any and all modifications / amendments thereto from time to time shall deem to apply and / or be incorporated in this Contract and when such modifications / amendments to the Act / Rules are carried out.
	42.7	Work under the Sale Order shall be continued by the Customer, under the Sale Order, during the Arbitration proceedings and recourse to Arbitration shall not be a bar to continuance for the Sale Order otherwise directed in writing by SAIL/SSP.
	42.8	On matters of default in payment i.e. payment not effected on or before the last date specified in the Sale Order / the extended due date (if any), SAIL/SSP will not entertain any request from the defaulting party for grant of further extension and/ or Arbitration.
43.0	LEGAL PROCEEDINGS	
	43.1	All suits and legal proceedings relating to the matter by or against SAIL/SSP in any matter arising out of the Auction through Internet and any transaction thereto from the date of OFA to the closing of the Sale Order against the Sale shall be subject to the exclusive jurisdiction of the Court at Salem, Tamil Nadu only and not in any other Court and will be governed in accordance with the laws of the land.
44.0	FORCE MAJEURE CONDITIONS	
	44.1	If in the event either or both the parties to the Contract is / are prevented from discharging its / their obligation(s) under the Sale Order by reason of one or more of the events such as arrest(s), restraint(s) by Government of people, blockade(s), revolution(s), insurrection(s), mobilization(s), strike(s), civil commotion(s), riot(s), accident(s), Act(s) of God or other natural calamities or on account of any other act(s) beyond the control of the parties to the Sale Order, the time of delivery shall be extended by the period equal to the period of delay / constraints occasioned by one or more of the aforesaid Force Majeure conditions. However in the event of Customer invoking the Force Majeure condition(s), SAIL/SSP shall have the option to cancel the Sale Order for reasons of any or all of the Force Majeure conditions notified by the Customer without being able to pay any compensation whatsoever to the Customer.
	44.2	On the occurrence of any of the above Force Majeure conditions, the party concerned shall notify the other party in writing of such occurrence(s) within 7 days of occurrence(s) stating therein : i) The date of occurrence(s) of Force Majeure disability and ii) The nature of such Force Majeure disability along with a certificate from the appropriate Statutory Authority and / or Chamber of Commerce of the concerned state certifying the fact of the Force Majeure condition during the relevant period.
45.0	SPECIAL TERMS AND CONDITIONS FOR SALE THROUGH ONLINE FORWARD AUCTION (OFA) / SALE ORDER	
	45.1	It shall be the responsibility of the persons submitting the bid to ensure that the bids have been submitted in the format and as per the Terms & Conditions prescribed in the SAIL/SSP/mjunction website and no change is made therein before submission of their bid. In the event of any doubt regarding the Terms & Conditions/Formats, the person concerned may seek clarification from the authorized officer of SAIL/SSP. In case any tampering / un-authorized alteration is noticed in the bid submitted, from the original Tender Document available on the SAIL/SSP/mjunction website, the said bid shall be summarily rejected and SAIL/SSP shall have no liability whatsoever on the matter. However, deviation if any proposed by the bid may be separately indicated for acceptance or otherwise of SAIL/SSP. Such proposed deviation will not be treated as tampering for the purposes of application of this clause.
	45.2	Bandwidth problems, connectivity problems with the local ISP (Internet Service Provider) slowness to access pages for downloading etc are beyond the control of Salem Steel Plant and the Auctioneer. Hence no responsibility lies with SSP or the Auctioneer for the above problems faced, if any, by the Bidders before the Auction/during the Auction/after the Auction.
	45.3	Any bid placed using the Bidder's User ID and Password is unconditionally binding on the Bidder to whom such User ID and Password had been allotted and he shall be solely responsible for maintaining the confidentiality of the same and fully responsible for all activities that occur under their User ID and Password. Hence the user is advised to check the User ID and Password before the Auction in order to familiarize himself with the same and is advised not to reveal it to anyone else so as to prevent misuse of the same. The Bidder is advised to

		choose his own unique User ID and Password instead of approaching the Auctioneers to provide the same. The role of the Auctioneer will only be to enable the User ID and Password for participating in the Auction.
	45.4	Any Amendment to the Auction, as required before/during the Auction may be authorized by SAIL/SSP. The information regarding such Amendment(s) will be conveyed to the Bidders through E-mail/ fax/ phone/ material and lot description at the time of Auction at the website by the Auctioneer and it is the Bidders responsibility to provide for and keep track of information sent through these channels. SAIL/SSP will not entertain any complaints on the basis of non-receipt or non-observance of such communications.
	45.5	The Bidders shall familiarize themselves with all the features of the Auction module of the Auctioneer and get all their queries clarified from them before participating in the Auction. SAIL/SSP will not entertain any complaints from Bidders on account of ignorance or misconception of any provisions/ features related to the Auction process.
	45.6	SAIL/SSP will not accept any telegraphic/ fax/ telephonic/ E-mail etc. bids from any party before/during /after the OFA.
	45.7	The Bidders may note that neither SAIL/SSP nor the Service Provider are in a position to record the IP addresses of the bids from where they are placed. The time at which each bid is placed under a particular User ID alone is recorded.
	45.8	Participation by the Bidder in the actual Auction will be tantamount to his acceptance of the Tender Terms and Conditions posted on the site during the Auction period.
	45.9.	The bids made by the Bidders against their User ID and Password shall be irrevocable. Hence they are advised to enter the bids correctly while bidding as any claim made later on by the Bidders that the rates were entered inadvertently by them / typing errors will not be accepted.
	45.10	Bidders are advised to register and pre-qualify for bidding well in advance and place their bids early in order to take care of any unforeseen technical difficulty that might surface in the Internet operations. They are advised to use the proxy bidding facility to their convenience (Seek Auction Help on the website to learn more about the Bidding process).
	45.11	In the event of any problems being faced in the smooth conduct of the Auction, the 'Service Provider' with the approval of the Competent Authority of the respective plant, shall have the right to undertake one or more of the following steps : i) Cancellation/premature termination of the Auction with/ without a subsequent rerun of the Auction on a mutually decided date. ii) Cancellation of a bid. iii) Locking / deactivate a Bidder's account (suspension of operations in the account), etc.
	45.12	Any other Special Terms & Conditions of Sale may be announced on the SAIL Tender website and at the time of OFA, including in the 'General Terms and Conditions of Sale through Tender from Plants and units of SAIL (SAIL S1)' and 'General Terms & Conditions of Sale from Plants / Units of SAIL for sale through Online Auction / Forward Auction (OFA) (SAIL FA1)', which will be binding on the Bidder. These documents can be downloaded from the SAIL Tender web site: www.sailtenders.co.in under the menu heading 'Standard Documents'.
46.0	CLOSING OF SALE ORDER	
	46.1	The Customer shall ensure removal of workmen, tools, tackles etc. on termination / expiry of the Sale Order at his cost immediately thereafter wherever applicable.

(To be submitted in the Letter head of the participating firm)

ANNEXURE- D**LETTER OF INTEREST CUM UNDERTAKING**

To

Dy. General Manager I/c (Materials Management)

Materials Management Department

Steel Authority of India Limited

Salem Steel Plant

Salem 636 013

THROUGH: M/s. mjunction Services Limited**REF.:** Online Forward Auction vide 'Auction Notice' No. SR- 1810 dt 09/01/18

Dear Sir,

(1) We are interested in participating in the Online Forward Auction (OFA) notified vide your 'Auction Notice' under reference. We hereby, for all purposes, record our agreement to abide by all the instructions and accept all the Tender Terms and Conditions contained in the 'Tender Document' including the 'General & Special Terms and Conditions for Sale through Online Forward Auction (OFA)' The Terms and Conditions of the OFA are agreed in toto. We also note that conditional offers will be summarily rejected.

(2) We submit the applicable EMD of Rs.2,00,000/- (Rupees Two Lakhs) for Registration as Permanent Customer for participating as a Permanent Customer in all future Online Forward Auctions (OFAs) // Rs.5,00,000/- (Rupees Five Lakhs) for Registration as Temporary Customer for participating as a Temporary Customer for the above mentioned Online Forward Auction (OFA) only (delete as the case may be) as per following details (select as applicable) :

We are hereby submitting an EMD of Rs. _____
By NEFT/ RTGS vide UTR No: _____ dated _____

Beneficiary Name	MJUNCTION SERVICES LIMITED
Bank Name	HDFC BANK LTD
Branch Name	Sandoz Branch, Mumbai
Account No	Explained below *
IFSC Code	HDFC0000240

***All the customers will have a unique account number. The unique account number is an alpha numeric code c** (3) We agree to offer our best bid in Rupees as per the Unit of Material indicated in the 'List of Materials' (exclusive of freight and all applicable Taxes and Duties) on 'Ex-Works' basis, for specified quantity in the Auction process, and **hold the same valid for 15 days for acceptance of the bid from the date of OFA.**

(4) We are providing the following details of ourselves in connection with the above OFA.

Name of the Company: _____ Name(s) of Proprietor/ Partner(s)/ Director(s) _____

Address of the Company: _____ Name of the Contact Person _____

FAX No. : _____ **Landline Nos:** _____

E-mail i.d.: _____ (mandatory) **Mobile Nos. :** _____

GST No. _____ **PAN No.** _____

Enclosure: The 'Tender Document' which includes Annexure A, B, C & D & 'Auction Notice' all duly stamped & signed on each page.

Names/ Attested Specimen Signature of Person Authorized to sign 'Letter of Authority' when taking delivery of materials :

Name: _____

Specimen Signatures:

1)

2)

Yours faithfully,

Signature with Name in CAPITALS (*)

(*) Proprietor in case of Proprietorship concern, Partner in case of Partnership firm and Director in case of a Private/ Public Limited Co)

Date & Place : _____

For M/s _____ (With Company's Seal)

FORMAT FOR REGISTRATION
of New Bidders for participation in the OFA for Disposal of SSS Materials
(You are requested to submit this Format in neat clear type free from typo errors)

Note:

New Bidders should register through mjunction upto 3 days in advance of the OFA date. New Bidders will be allowed to participate as 'Temporary Customers' only on acceptance of their registration by submitting all information/documents as per format available with mjunction and mjunction communication to this effect to the New Bidder.

SI No	Information to be furnished	Information given by the New Bidders
1	Name of the Bidder Firm	
2	Address of the Bidder Firm	
3	Phone Number/s	
4	Mobile Number/s	
5	Fax Number	
6	E- Mail Address (Mandatory)	
7	Nature of firm/company (copy of relevant document to be enclosed)	Proprietorship/ Partnership/ Public
8	Name(s) of Proprietor/ Partner(s) / Director (s) with designation (copy of Registration or Affidavit / Partnership deed/ Articles /Memorandum of Association to be enclosed)	
9	Name of Contact Person with designation and Mobile Phone no.	
10	Name of Bank , Bank Branch & Address (Mandatory)	
	Bank A/c. No. (Mandatory)	
	Bank IFSC code (Mandatory)	
11	PAN Number of persons (self attested copy of PAN card to be submitted)	
12	GST Number (self attested copy of GST registration to be submitted)	
13	Nature of business	
14	Brief about the firm/company's constitution, business and history. (not more than 250 letters to be attached)	Attached
15	Are you SSP's Customer for its Prime Products	Yes / No
16	If Yes, details of material lifted in the past 3 months with volume and approximate value	
17	Name of the sister concern having different proprietor/partners with details thereof, participating in the OFAs of SSP.	
18	Name of the sister concern having same proprietor participating in the OFAs of SSP.	
19	Authorised Signatory (see definition of this) of New Bidder with date & seal	
20	<u>Signature and Seal</u> of Service Provider/ mjunction with time and date for having received and preliminarily verified the completeness and correctness of the above given particulars and documents submitted by Party.	Time & Date: Name: Designation: Seal:

(NOTE: To be submitted in the Letter head of the participating firm and Signed by its Owner/ Proprietor/ Partner/ Director)

LETTER OF AUTHORITY

To
Dy. General Manager (Materials Management-Stores)
Materials Management Department, Central Stores
Steel Authority of India Limited
Salem Steel Plant
Salem- 636 013

SUB : LETTER OF AUTHORITY for taking Delivery of Materials

REF. : Sale Order Ref. No. SR- dt.

Dear Sir,

We hereby authorize Shri _____, Designation: _____, Firm Address _____ for taking Delivery of the Materials covered under the Sale Order referred above.

We confirm that we are taking Delivery of the Materials through our Authorized Representative at our own risk and sole responsibility. And no claim shall lie against Salem Steel Plant on any account whatsoever if it is found at a later date that the Delivery has been effected to wrong person.

We further confirm that we are liable and bound by all acts committed and obligations incurred by the above said Authorized Representative while operating this Sale Order / taking Delivery of Materials from your Plant. All acts committed by the above Authorized Representative shall be treated as if these acts were committed by us.

The Specimen Signature of Shri _____ is attested below.

Yours faithfully,

(Signature, Name in CAPITALS & Seal)

Specimen Signature of Shri: _____

1)

2)

Attested : _____ (see 'NOTE' above)
(Signature, Name & Seal)

E-mail ID : _____

Mobile No. : _____

MESSAGE : FAX & E-MAIL
RTGS PAYMENT REMITTANCE DETAILS

FROM:

TO: AGM (F&A) - JVS, SAIL SSP, Salem FAX No.: 0427-2382838, 2382800
 E-MAIL : sivajv28@sailssp.in

REPEAT: AM (MM-STORES), SAIL, SSP, Salem FAX No.: 0427-2382847 , 2382191
 E-MAIL : durais@sailssp.in / eauc@sailssp.in

We have remitted on /01/18 to SAIL, SSP account RTGS payment as per details furnished below:

<u>S. No.</u>	<u>Details Required</u>	<u>Details</u>
1.	Name of the Buyer	
2.	Sale Order Ref. No.	
3.	Amount Remitted	
4.	Date of Remittance	
5.	Lot No. for which amount is remitted (in cases of part payment)	
6.	Name of your Bank	
7.	Branch Name & Code of your Bank	
8.	IFC Code of your Bank	
9.	Address with Phone, Fax no. of your Bank	
10.	Your Account No. with above Bank (*)	
11.	RTGS sent to	SBI, SSP Campus Branch, Salem - 636030
12.	UTR No. pertaining to the RTGS	
13.	A/c no. to be Credited	10215486898 In favour of SAIL, SSP
14.	IFC Code of SAIL, SSP's Banker	SBIN0005739

(*) Important Note:

1. Kindly note that the RTGS remittance is to be made in such a way that the amount is credited to our bank account on or before the respective due dates stipulated in our Sale Order.

2. Please also ensure that the name of the remitter is communicated by your banker to the beneficiary bank along with other details.

Signature :**Name :****Designation :****Date :**